

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

11  
12 KISSANDRA TYSMAN, f/ka  
KISSANDRA COHEN,

13 Plaintiffs,

14 vs.

15 KEVIN KACHIKIAN, et al.,

16 Defendants.

Case No. CV 07-1226 DSF (AJWx)

[DISCOVERY MATTER]

**ORDER RE HANDLING OF  
CONFIDENTIAL MATERIAL**

1 Pursuant to the *Federal Rules of Civil Procedure and all other applicable laws*,  
2 it is hereby stipulated and agreed, by and between all parties to the above-captioned  
3 actions, through their respective counsel, as follows:

4 IT IS HEREBY STIPULATED AND ORDERED AS FOLLOWS:

5

6 **I. APPLICABILITY**

7 The following joint stipulation and order regarding the handling of confidential  
8 material (“Protective Order”) shall apply to the following action pending before Hon.  
9 Dale Fischer in the United States District Court for the Central District of California:  
10 *Kissandra Cohen v. Anthony Pellicano, et. al.* (Case No. CV 05-1435 DSF (AJWx)).  
11 That action, along with the actions *Conrad Klein, et al. v. Anthony Pellicano, et al.*  
12 (Case No. CV 07-799 DSF (AJWx) and *Linda Durst v. Bertram Fields, et al.* (Case No.  
13 CV 09-8117 DSF (AJWx), also pending before Judge Fischer are collectively referred  
14 to herein as the “In re: Pellicano Federal Cases”.

15

16 **II. DEFINITIONS**

17 A. The term “Discovery Materials” shall mean and include all discovery  
18 produced by any party (or any third party who complies with the requirements herein),  
19 pursuant to Rule 26 of the Federal Rules of Civil Procedure, or in response to any  
20 discovery request or subpoena in any of the In re: Pellicano Federal Cases, and related  
21 testimony and all copies of the same, including without limitation testimony at  
22 depositions upon oral examination or upon written questions, answers to interrogatories,  
23 documents or things produced, information obtained from inspection of premises or  
24 things, and answers to requests for admission, as well as all information, documents and  
25 things derived from such information, documents and things, including but not limited  
26 to copies, summaries, or abstracts. The term “Discovery Materials” shall also include  
27 all documents produced in response to any subpoena or other process in connection  
28 with the case entitled United States of America v. Anthony Pellicano, et al (Case No.

1       CR NO. 051046(c) (“USA v. Pellicano”) and any testimony and documents admitted  
2 into evidence in connection with that proceeding, as well as all information, documents  
3 and things derived from such documents and testimony, including but not limited to  
4 copies, summaries, transcripts or abstracts.

5       B.      The term “Protected Information” shall mean information that is designated  
6 as “CONFIDENTIAL” (as defined in Paragraph III).

7       C.      The term “documents” shall include but not be limited to any “writings and  
8 recordings” and “photographs” as defined in Federal Rules of Evidence, Rule 1001,  
9 pleadings, correspondence, memoranda, customer records, bulletins, blueprints,  
10 microfiche, specifications, minutes, telegrams, letters, statements, contracts, invoices,  
11 drafts, spreadsheets, books of account, work sheets, notes of conversation, desk diaries,  
12 appointment books, calendars, expense accounts, audio or video recordings,  
13 photographs, motion pictures, computer discs or tapes, emails, electronically stored  
14 information, data compilations, sketches, drawings, maps, laboratory notebooks, notes,  
15 reports, instructions, disclosures, models, prototypes and other writings.

16       D.      The term “Trial Counsel” shall mean any attorney or attorneys who  
17 represent a party or parties in the In re: Pellicano Federal Cases, and supporting  
18 personnel employed by the attorneys, such as paralegals, legal translators, legal  
19 secretaries, legal clerks and shorthand reporters, or any independent legal translators or  
20 shorthand reporters retained by the Trial Counsel in connection with one or more of the  
21 In re: Pellicano Federal Cases.

22       E.      The term “In-House Counsel” shall mean any attorneys (and their paralegals  
23 and other regularly employed office staff) who are employees of any of the  
24 organizational defendants named in the In re: Pellicano Federal Cases and/or parents,  
25 subsidiaries or affiliates of such defendants.

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1 The term “Independent Expert” for a party shall be defined as any person not directly  
2 employed by a party with whom counsel may deem it necessary to consult concerning  
3 technical, financial or other aspects of the In re: Pellicano Federal Cases for the  
4 preparation or trial thereof.

5 F. The term “Outside Vendor” shall mean vendors performing photocopy  
6 services, graphic support services, imaging services, database coding services or other  
7 similar clerical and/or technical functions.

8 G. The term “Designating Party” shall refer to any party to one or more of the  
9 In re: Pellicano Federal Cases who designates any Discovery Materials (whether or not  
10 those Discovery Materials were produced by the Designating Party) as  
11 “CONFIDENTIAL”, or to any third party who produces Discovery Materials in  
12 connection with any of the In re: Pellicano Federal Cases, who designates any of its  
13 Discovery Materials as “CONFIDENTIAL”.

14

### 15 **III. DESIGNATING DISCOVERY MATERIALS AS “CONFIDENTIAL”**

16 During the course of the proceeding, any Designating Party may designate  
17 Discovery Materials using the term “CONFIDENTIAL.” A Designating Party may  
18 designate Discovery Materials as CONFIDENTIAL only if that party in good faith  
19 believes that such material contains information protected by the attorney client  
20 privilege or is subject to attorney work product protection, or is proprietary, trade  
21 secret, highly sensitive commercial information and/or protected private information  
22 under California law or constitutes witness statements including, but not limited to,  
23 grand jury testimony or interviews with agents of the federal government given in  
24 connection with the related criminal proceedings. This does not mean that such  
25 documents are properly the subject of discovery, and all parties expressly reserve their  
26 rights to object to any discovery requests.

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2           All documents (except for documents already in the public domain) designated as  
 3 confidential and produced in response to any subpoena or other process in connection  
 4 with "USA v. Pellicano" and any testimony and documents admitted into evidence in  
 5 connection with that proceeding, as well as all information, documents and things  
 6 derived from such documents and testimony, including but not limited to copies,  
 7 summaries, transcripts or abstracts, shall be deemed designated as "CONFIDENTIAL,"  
 8 subject to the right of any party to seek to have the "CONFIDENTIAL" designation for  
 9 any such documents removed pursuant to Paragraph XIV of this Protective Order.

10

11 **IV. MANNER OF DESIGNATING INFORMATION AS "CONFIDENTIAL"**

12           A. Except as discussed below, Discovery Materials shall be designated  
 13 CONFIDENTIAL by stamping or labeling them with, or otherwise affixing thereto, the  
 14 following legend: "CONFIDENTIAL". Where the designated material or information  
 15 consists of more than one page, the first page and each page on which  
 16 CONFIDENTIAL information appears shall be so designated. Such designation shall  
 17 be stamped or affixed so as not to obscure or deface the material or any portion of its  
 18 contents.

19           Where the Designating Party did not produce the Discovery Materials, the  
 20 Designating Party shall have 60 days from the date it receives notice that another party  
 21 or third party has produced Discovery Materials to designate as CONFIDENTIAL  
 22 information in those Discovery Materials that the Designating Party in good faith  
 23 believes contains information protected by the attorney client privilege or subject to  
 24 attorney work product protection, or that is proprietary, trade secret, highly sensitive  
 25 commercial information and/or protected private information under California law or  
 26 constitutes witness statements including, but not limited to, grand jury testimony or  
 27 interviews with agents of the federal government given in connection with the related  
 28 criminal proceedings.

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2           B. All Protected Information not reduced to documentary or tangible form or  
3 which cannot be conveniently designated in the matter set forth above shall be  
4 designated by the Designating Party by informing the parties to the In re: Pellicano  
5 Federal Cases in writing.

6           C. Should any party, counsel for any party, or any person or entity not a party  
7 to one or more of the In re: Pellicano Federal Cases, who obtains access to any material  
8 designated as CONFIDENTIAL under this Protective Order, make copies, duplicates,  
9 or extracts of or from such Protected Information, or any portion thereof, the  
10 designation of "CONFIDENTIAL" shall also be stamped on or affixed to such copies,  
11 duplicates or extracts. All references in this Protective Order shall be deemed to  
12 include and apply to such copies, duplicates and/or extracts of all information derived  
13 from Protected Information and to Protected Information marked as Exhibits at  
14 depositions or otherwise used during the litigation of one or more of the In re: Pellicano  
15 Federal Cases. Testimony generated from Protected Information will be identified as  
16 such by a statement on the record and stamping as CONFIDENTIAL documents or  
17 selected pages of documents containing such testimony.

18           D. If any portion of a videotaped deposition is designated as  
19 "CONFIDENTIAL" pursuant to this Section, the videocassette or other videotape, CD-  
20 ROM or DVD container shall be labeled with the legend, "CONFIDENTIAL".

21           E. In the event the producing party elects to produce Protected Information  
22 for inspection, no marking need be made by the producing party in advance of the  
23 inspection. Thereafter, upon selection of specified documents for copying by the  
24 inspecting party, the inspecting party shall identify each document selected for  
25 copying. The producing party shall mark the copies of such documents as may contain  
26 Protected Information with the appropriate confidentiality marking at the time the  
27 copies are produced to the inspecting party. Alternatively, and only at the discretion of  
28 the producing party, the producing party will identify which of the selected documents

1 contain Protected Information and the inspecting party shall mark copies of selected  
2 documents with the appropriate confidentiality marking and confirm the marking in  
3 writing. If any Protected Information was produced prior to the effective date of this  
4 Protective Order, the inspecting party shall identify which of such documents have been  
5 copied, will mark documents with the appropriate confidentiality marking at the  
6 direction of the producing party, and will confirm such marking in writing

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8 **V. INADVERTENT FAILURE TO DESIGNATE DISCOVERY MATERIAL  
9 AS CONFIDENTIAL PRIOR TO PRODUCTION**

10 If any party, through inadvertence or mistake, fails to designate Discovery  
11 Material as CONFIDENTIAL, but thereafter determines that such material should have  
12 been so designated, it shall provide written notice, within sixty (60) days after  
13 production, of the designation thereof as CONFIDENTIAL and to the extent practicable  
14 the material will be treated as Protected Information from the date of receipt of such  
15 notice. If, later than sixty (60) days after production, any Party discovers that certain  
16 materials should have been designated as Protected Information but were not so  
17 designated, the Parties shall meet and confer regarding the re-designation of the such  
18 material and, if the Parties are unable to reach an agreement, the Designating Party shall  
19 have the burden of requesting from the Court an Order designating those materials  
20 Protected Information. Likewise, if a party designates certain material as Protected  
21 Information and later determines that such a designation was inappropriate, it shall  
22 provide written notice of the removal of the designation along with a duplicate copy of  
23 the material without the CONFIDENTIAL label.

24

25 **VI. USE OF PROTECTED INFORMATION IN DEPOSITIONS**

26 A. If any party determines that Protected Information will be disclosed during  
27 the course of any deposition, counsel for such party shall be entitled to request, prior to

1 such disclosure, that any persons present at the deposition (who have not already done  
2 so) be required to sign an Acknowledgment in the form attached hereto as "Exhibit A."

3       B.     If any Protected Information is marked as an exhibit to a deposition, and/or  
4 its contents are disclosed, wholly or partially, during the course of testimony provided  
5 at such deposition, counsel for the Designating Party shall advise the reporter taking  
6 and transcribing the testimony at such deposition of the portions of such testimony that  
7 refer to Protected Information, and the exhibit itself, as well as the portions of the  
8 transcript containing such disclosure, shall be marked as CONFIDENTIAL and shall be  
9 deemed Protected Information. To this end, the reporter shall not furnish copies thereof  
10 to anyone other than counsel of record for the Parties herein, and, if so requested by  
11 such counsel, the witness and/or the witness' counsel.

12       C.     The Designating Party shall have the right to exclude from attendance at  
13 said deposition, during such time as Protected Information is to be disclosed, every  
14 individual except those individuals authorized under this Protective Order to receive the  
15 Protected Information at issue.

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17 **VII. RESTRICTIONS ON DISCLOSURE OF PROTECTED INFORMATION**

18       Protected Information, including copies thereof, and any abstracts, extracts,  
19 indices, summaries, charts, notes or other information derived there from, shall be used  
20 solely for the purposes of preparation, trial, appeals, or settlement of one or more of the  
21 In re: Pellicano Federal Cases; the cases now pending before the California Superior  
22 Court, Los Angeles County, which have been deemed related under Lead Case (Anita  
23 Busch vs. Anthony Pellicano, et al., California Superior Court, Los Angles County,  
24 Central District, Case No. BC316318) and are pending before the Hon. Ann Jones, and  
25 to all future actions that are deemed related to such cases and transferred to that court  
26 (collectively referred to herein as the "In re: Pellicano State Court Cases"); and shall not  
27 be disclosed, provided, shown, made available, discussed or otherwise communicated in  
28 any way to anyone other than: a) the Court, court personnel, and any Special Masters,

1 Referees, and/or Mediators appointed by the Court herein or in any of the In re  
2 Pellicano State Court Cases an/dor the In re: Pellicano Federal Cases; (b) any private  
3 mediator retained in one or more of the In re: Pellicano Federal Cases, and/or the In re:  
4 Pellicano State Court Cases; (c) Trial Counsel; (d) stenographic reporters; (e) the named  
5 Parties in the In re: Pellicano Federal Cases and/or the In re: Pellicano State Court  
6 Cases (f) any of the current or former officers, directors or employees of the Parties  
7 who assists counsel in one or more of the In re: Pellicano Federal Cases and/or the In re:  
8 Pellicano State Court Cases, including In-House Counsel; (g) Independent Experts; (h)  
9 witnesses and potential witnesses at, and in preparation for, deposition, trial or hearing  
10 herein and their counsel; (i) Outside Vendors. Protected Information may not be  
11 disclosed to any other person or entity without the prior written consent of the  
12 Designating Party or further order of the Court. Any disclosure should be only to the  
13 extent reasonably necessary to effective prosecution and defense of the Parties' claims  
14 in one or more of the In re: Pellicano Federal Cases and/or the In re: Pellicano State  
15 Court Cases, and for no other purpose.

16

## 17 **VIII. MAINTENANCE OF PROTECTED INFORMATION**

18 The recipient of any Protected Information shall maintain such information in a  
19 secure and safe area and shall use their best efforts with respect to the storage, custody,  
20 use or dissemination of such information so as to maintain its confidentiality.

21

## 22 **IX. CONDITIONS OF DISCLOSURE**

23 A. Prior to the disclosure of Protected Information to a person qualified to  
24 receive it under Section VII, counsel for the party seeking to make the disclosure shall  
25 secure from each qualified person other than the Court, Court personnel, Trial Counsel  
26 and In-House Counsel, an Acknowledgment, in the form attached hereto as "Exhibit  
27 A," that: (a) he or she has read this Protective Order; (b) he or she may not, and that he  
28 or she undertakes not to, divulge any Protected Information except in the preparation,

1 trial or appeal of one or more of the In re: Pellicano Cases and in accordance with the  
2 terms and conditions of the Protective Order; and (c) that he or she will not use the  
3 Protected Information for any other purpose.

4       B.     Protected Information shall be copied only by Trial Counsel, In-House  
5 Counsel or Outside Vendors assisting such counsel, by stenographic reporters or their  
6 staff, and by other qualified persons identified in Sections VII, and only for purposes  
7 permitted by this Protective Order.

8       C.     Control and distribution of Protected Information and copies thereof shall  
9 be the responsibility of counsel, who shall maintain a list the following permitted  
10 individuals to whom Protected Information has been disclosed as well as the written  
11 Acknowledgement executed by such persons, as provided above: (a) any of the current  
12 or former officers, directors or employees of the Parties who assists counsel in one or  
13 more of the In re: Pellicano Federal Cases, including In-House Counsel; (b)  
14 Independent Experts; (c) witnesses and potential witnesses at, and in preparation for,  
15 deposition, trial or hearing herein and their counsel; and (d) Outside Vendors. For good  
16 cause shown in connection with any question of improper disclosure, a Designating  
17 Party may request the Court to order a party to disclose *in camera* a list of all persons to  
18 whom Protected Information has been disclosed as well as the written assurances  
19 executed by such persons.

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21 **X. OBLIGATIONS OF PERSONS TO WHOM DISCLOSURE IS MADE**

22       A.     Persons who obtain knowledge or possession of Protected Information  
23 shall not permit its disclosure to any person or persons not qualified pursuant to this  
24 Protective Order to receive Protected Information, or to any person or persons qualified,  
25 but for whom disclosure is not necessary, or use Protected Information for any purpose  
26 except in connection with one or more of the In re: Pellicano Cases, absent stipulation  
27 by counsel for the parties or by Order of the Court.

1       B. Any person or party in possession or control of Protected Information who  
2 receives a request or subpoena for production or disclosure of Protected Information  
3 shall promptly give notice by facsimile or email message to the Designating Party,  
4 identifying the Protected Information sought and enclosing a copy of the subpoena or  
5 request. Provided that the Designating Party makes a timely motion or other  
6 application for relief from the subpoena or other request in the appropriate forum, the  
7 person or party subject to the subpoena or other request shall not produce or disclose the  
8 information sought without consent of the Designating Party or until ordered to do so  
9 by a court of competent jurisdiction.

10

11 **XI. USE OF “PROTECTED INFORMATION” IN FILINGS**

12       Any Protected Information, or any portion thereof, quoted therein or appended  
13 thereto, shall be submitted to the Court conditionally under seal in accordance with  
14 Local Rule 79-5 and Section 6 of Judge Fischer’s Standing Order. Neither party will  
15 file, quote or append any Protected Information, or portion thereof, without first  
16 following the procedures outlined in Section XII.

17

18 **XII. FILING AND LODGING RECORDS CONTAINING PROTECTED**  
19 **INFORMATION UNDER SEAL**

20       A. Absent an order of the Court, no documents or materials shall be filed  
21 under seal, including, *inter alia*, transcripts of depositions, exhibits, discovery  
22 responses, briefs, memoranda, and expert reports, which comprise or contain Protected  
23 Information. *See* Local Rule 79-5 and Section 6 of Judge Fisher’s Standing Order.  
24 Rather, a party desiring to file documents or materials containing Protected Information  
25 with the Court (the “Lodging Party”) shall: (1) where it is not the Designating Party,  
26 provide at least 10 days notice to the Designating Party of its intent to lodge documents  
27 or materials comprising or containing Protected Information with the Court, to allow the  
28 Designating Party to seek an order from the Court by motion filed within 5 days of

1 receipt of notice, that the document or material be filed under seal and, in the event such  
2 motion has not been decided prior to the filing date, file a copy of any document or  
3 material containing Protected Information in redacted form and lodge the document or  
4 material conditionally under seal in a sealed envelope; or (2) file a copy of any  
5 document or material containing Protected Information in redacted form and lodge the  
6 document or material conditionally under seal in a sealed envelope along with a written  
7 application for an order of the Court allowing the information to be filed under seal.

8 B. The Lodging Party, the Designating party or third party who originally  
9 produced the document or material containing or comprising Protected Information, or  
10 any other party or third party who desires the Protected Information to remain  
11 confidential, may file a written application pursuant to Local Rule 79-5 to have the  
12 documents filed under seal. Such motion shall be supported by an affidavit setting forth  
13 why good cause exists for filing the document or material under seal, and otherwise  
14 shall comply with all applicable rules of this Court. The envelope in which documents  
15 or materials containing or comprising Protected Information are lodged must be labeled  
16 "CONDITIONALLY UNDER SEAL" and a cover sheet affixed thereto must contain  
17 all information required on a caption page and a statement substantially in the following  
18 form:

19 THE RECORD ENCLOSED IN THIS ENVELOPE IS SUBJECT TO A  
20 MOTION OR AN APPLICATION TO FILE THE RECORD UNDER  
21 SEAL. THE ENVELOPE IS NOT TO BE OPENED NOR ARE ITS  
CONTENTS TO BE DISPLAYED, REVEALED OR MADE PUBLIC,  
EXCEPT BY ORDER OF THE COURT.

22  
23 The denial of any motion or application to file documents or materials containing or  
24 comprising Protected Information under seal shall be considered a finding that the  
25 document or material sought to be filed under seal is not Protected Information or does  
26 not contain Protected Information pursuant to the terms of this Protective Order, for  
27 purposes of the filing at issue. In such a case, unless the Lodging Party has specifically  
28 requested that the document or material be returned to it and not considered by the

1 Court in the event that any motion to file under seal is not granted, the document or  
2 material containing or comprising Protected Information shall be filed as part of the  
3 public case file so that the Court may consider such information.  
4  
5

6 **XIII. JURISDICTION**

7 Each individual who is a signatory to "Exhibit A" and who receives any  
8 Protected Information hereby agrees to subject himself or herself to the jurisdiction of  
9 this Court for purpose of any proceedings relating to the performance under,  
10 compliance with, or violation of this Protective Order.

11  
12 **XIV. PROCEDURE FOR CHALLENGING DESIGNATION**

13 Acceptance by a party of any Discovery Materials identified as containing or  
14 comprising CONFIDENTIAL information pursuant to the procedures contained in this  
15 Protective Order shall not constitute a concession that the information, document,  
16 testimony, or other material has been appropriately designated as provided for in this  
17 Protective Order. If, subsequent to the acceptance of Discovery Materials designated as  
18 CONFIDENTIAL, a party seeks to have the confidentiality designation removed, that  
19 party must so request in writing. If the parties are unable to agree on the requested  
20 removal within seven (7) business days after receipt of the written request, the receiving  
21 party may move the Court within twenty-one (21) days for such relief; however, until  
22 an order is made, the information, document, testimony, or other material so designated  
23 CONFIDENTIAL shall be treated in the manner as designated by the providing party.  
24 In the resolution of such motion, the party requesting the maintenance of a  
25 CONFIDENTIAL designation shall have the burden to prove the appropriateness of  
26 such designation.

1 **XV. NO RESTRICTIONS**

2       A. Nothing in this Protective Order shall: (a) restrict a party's rights with  
 3 respect to its/his/her own documents or information; (b) restrict a party's rights with  
 4 regard to Discovery Materials that have not been designated as CONFIDENTIAL; (c)  
 5 prejudice a party's rights to object to the production or disclosure of documents or other  
 6 information that it/he/she considers not subject to discovery; or (d) prejudice a party's  
 7 right to seek, either by agreement or by application to the Court, greater or lesser  
 8 protection than that provided here, or modification of the terms of this Protective Order.

9       B. Notwithstanding any other provision hereof, nothing in the foregoing shall  
 10 restrict any party's counsel from rendering advice to its clients with respect to any In  
 11 Re: Pellicano proceeding and, in the course thereof, relying upon Protected Information,  
 12 provided that in rendering such advice, counsel shall not disclose any other party's  
 13 Protected Information other than in a manner provided for in this Protective Order.

15 **XVI. RETURN OF MATERIALS CONTAINING OR COMPRISING**  
 16           **PROTECTED INFORMATION**

17       After final termination of the In re: Pellicano Federal Cases and the In Re:  
 18 Pellicano State Court Cases,<sup>1</sup> counsel for each party may retain one copy of any  
 19 Protected Materials contained in deposition transcripts or exhibits, Court transcripts or  
 20 exhibits, and documents and other materials submitted to the Court. Such material shall  
 21 continue to be treated as designated under this Protective Order. Within sixty (60) days  
 22 after final termination of the In re: Pellicano Federal Cases and the In Re: Pellicano  
 23 State Court Cases or the receiving party's involvement therewith, at the request of the  
 24 Designating Party, counsel for the receiving party either shall (at the option of the

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 26       <sup>1</sup> "Final termination" is defined as sixty-five (65) days after the date of mailing of the notice of entry of Judgment in all  
 27 of the In re: Pellicano Federal Cases and In Re: Pellicano State Court Cases has been completed, if no notice of appeal has  
 28 been filed and no other review or challenge has been sought (including, but not limited to a motion for reconsideration); or, if any appeal is taken, or any re-argument or other form of review is sought, the date on which the Judgment in all of the related cases shall have been affirmed in all respects or modified with no material change in the outcome and the time for any further appeal, re-argument or other form of review shall have expired.

1 Designating Party): (a) return all additional Protected Information in his/her  
2 possession, custody or control or in the custody of any authorized agents, Outside  
3 Vendors, Independent Experts, parties, witnesses, or any other persons to whom counsel  
4 for the receiving party has provided such Protected Information; or (b) certify the  
5 destruction of all copies of the Protected Information, described above in subsection (a),  
6 to the Designating Party's counsel. To the extent that any Protected Information is  
7 included in computer databases, backup tapes or any other electronic form, the  
8 receiving party shall erase all such Protected Information within sixty (60) days after  
9 final termination of the In re: Pellicano Federal Cases and In Re: Pellicano State Court  
10 Cases or the receiving party's involvement therewith.

11

12 **XVII. ADDITIONAL DOCUMENTS**

13 If information subject to a claim of attorney-client privilege or work product  
14 immunity is inadvertently or mistakenly produced, such production shall in no way  
15 prejudice or otherwise constitute a waiver of, or estoppel as to, any claim of privilege or  
16 work-product immunity for such information, and such inadvertent or mistaken  
17 production shall be subject to Federal Rule of Civil Procedure 26(b)(5).

18

19 **XVIII. BINDING EFFECT**

20 This Stipulation shall remain in full force and effect at all times during which any  
21 party to this Protective Order or any person having executed the Acknowledgment  
22 described in Section IX above retains in its/his/her possession, custody or control any  
23 Protected Information.

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1                   **XIX. ADDITIONAL RIGHTS**

2                   This Protective Order is without prejudice to the right of any party to move the  
3 Court for an order for good cause shown for protection of materials designated as  
4 confidential, which protection is different from or in addition to that provided for  
5 herein, and such right is expressly reserved. Similarly, each party expressly reserves  
6 the right at any time to request the Court to authorize disclosure other than  
7 contemplated here of confidential materials.

9                   **XX. AUTHORIZATION TO PRODUCE TELEPHONE RECORDS AND**  
10                   **RELATED DOCUMENTS AND INFORMATION IN THE POSSESSION**  
11                   **OF DEFENDANT PACIFIC BELL TELEPHONE COMPANY.**

12                   A.     Subject to the provisions in this Section, Plaintiff Kissandra Tysman f/k/a  
13 Kissandra Cohen hereby authorizes Defendant Pacific Bell Telephone Company  
14 (“Pacific Bell”) to release a redacted version of his/her personal records to all parties in  
15 the In re: Pellicano Federal Cases and the In Re: Pellicano State Court Cases, including,  
16 but not limited to, the records and information set forth in *California Public Utilities*  
17 *Code* Section 2891(a). The personal record shall be redacted to disclose only the area  
18 code of all incoming and outgoing calls, no other identifying information re incoming  
19 and outgoing calls shall be produced to other parties in the action.

20                   B.     Within ten (10) days after entry of this Protective Order, Plaintiff will  
21 provide a written request to Pacific Bell signed by Plaintiff authorizing Pacific Bell to  
22 produce full un-redacted records to Plaintiff’s counsel only. Plaintiff will then have  
23 thirty (30) days to redact any telephone numbers so that only the area code is disclosed,  
24 consistent with Paragraph XX(A) above. Plaintiff will then return the redacted records  
25 to Pacific Bell, and Pacific Bell, in turn, will make the unredacted records available for  
26 inspection and copying in the In re: Pellicano Federal Cases and the In Re: Pellicano  
27 State Court Cases.

C. Subject to subpart E, below, Plaintiff may fully redact any telephone number that she contends should not be released to any other party or person on the basis of privacy or other privileges. Otherwise, the telephone numbers will be redacted in the manner set forth in subpart (B) above.

D. Plaintiff hereby relieves Pacific Bell of any and all obligations imposed by *California Public Utilities Code* Section 2891, or any other similar statute, in connection with any documents or information produced by Pacific Bell in the In re: Pellicano Federal Cases and the In Re: Pellicano State Court Cases.

E. These provisions shall be without prejudice to the right of any party to move the Court for further identification or information or for a protective order.

## ORDER

Good cause appearing therefor, IT IS SO ORDERED.

DATED: 9/13/2010

**Hon. Andrew J. Wistrich  
UNITED STATES MAGISTRATE JUDGE**

## EXHIBIT A

**AGREEMENT TO BE BOUND BY TERMS OF THE PROTECTIVE ORDER**

I, \_\_\_\_\_, have received a copy of the Order  
Re: Handling of Confidential Material entered in the In re: Pellicano Federal Cases,  
proceeding before the Honorable Judge Dale Fischer (“Protective Order”).

I have carefully read and understand the provisions of the Protective Order. I agree that I will comply with all provisions of the Protective Order and will use any "Protected Information" only for purposes of the litigation of the particular case or cases in the In re: Pellicano Federal Cases litigation that I am specifically involved with. At the end of this litigation, or my involvement in this litigation, whichever occurs first, I will return to counsel from whom I received all such "Protected Information".

DATED: \_\_\_\_\_ By: \_\_\_\_\_